BILL NO. S-87-06-51

SPECIAL ORDINANCE NO. S-188-87

AN ORDINANCE approving the Contract for the Fort Wayne Water Pollution Control Plant Computerization, between Henry Electric and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for the Fort Wayne Water Pollution Control Plant Computerization, by and between Henry Electric and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the furnishing and installing a programmable logic controller-basic system, fiber optic and radio communication equipment, instrumentation, panel enclosures and modifications, conduits, wiring and other equipment, training, and support for a complete functioning system;

the Contract price is One Million Six Hundred Thirty-One Thousand Three Hundred Thirty-Three and No/100 Dollars ($1,631,333.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____, the ____ day of ____, 19____, at ____ o'clock ____.M.,E.S.T.

DATE: 6-23-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY				✓	
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 7-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. D-188-87 on the 14th day of July, 19 87,

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of July, 19 87, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of July, 19 87, at the hour of 9:00 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

NOTICE OF AWARD

TO: Henry Electric Co., Inc.

3539 Wells Street

Fort Wayne, IN 46808

PROJECT DESCRIPTION FORT WAYNE WATER POLLUTION CONTROL PLANT

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated _____

You are hereby notified that your BID has been accepted for items in the amount of $ 1,631.333.00 .

You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 17th day of June, 1987.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____

Title _____

Compliance: _____

City of Fort Wayne
Board of Public Works & Safety

_____

_____

J.D. Conahan

City of ~~Fort~~ Wayne
Mayor

_____

Award Date: 6-17-87

Bid Tabulation
Bid Date: 06/10/87

ATTACHMENT 3
DEPARTMENT OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA
WATER POLLUTION CONTROL PLANT COMPUTERIZATION

Bidder	Henry Electric Co. 3539 Wells St. Ft. Wayne, IN 46808 Yvonne H. Shaheen, Pres (219) 484-0735	Sterling Automation 13415 Water Tower Cir Minneapolis, MN 55441 Dale Lindquist, Pres (612) 553-7777	Westinghouse Electric Corp. 1415 Directors Row Ft. Wayne, IN 46808 R.M. Worg (219) 486-5117
Bid Security	5% Bond	5% Bond	5% Bond
Addenda Acknowledged	Yes, 1, 2 & 3	Yes, 1, 2 & 3	Yes, 1, 2 & 3
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate in lieu of Financial Statement or Form 96a	Form 96a	Form 96a	Form 96a
MBE/WBE Commitment	Was not submitted with bid package	Was not submitted with bid package	Was not submitted with bid package
Minority/Female Hourly Utilization	Henry has agreed to compliance		
Base Proposal Total Contract Lump Sum Price	$1,631,333.00	$1,885,224.00	$2,496,900.00
Intended Programmable Logic Controller Equipment			
Section Item			
17250 PLC Manufacturer	Square D	Square D	Gould Modicon
Model Number	SYMAX 700	SYMAX 700	984B
Supplier & Address	Square D Company 7260 Shadeland Station Suite 250 Indianapolis, IN 46250	Square D Company 7260 Shadeland Station Suite 250 Indianapolis, IN 46250	Gould, Inc. P.O. Box 3083 Andover, MA 01810
Intended Subcontractor(s)	Frakes Engineering 5145 E. 65th St. Indianapolis, IN 46220	Henry Electric Co. 3539 Wells St. Ft. Wayne, IN 46808	Shambaugh & Son, Inc. P.O. Box 1287 Ft. Wayne, IN 46801 Central Switchboard 2151 S. Robinson Milwaukee, WI 53201

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the 23rd day of June in the year 1987 by and between The City of Ft. Wayne acting through its Board of Works (hereinafter called OWNER) and HENRY ELECTRIC COMPANY, A DIVISION OF LONG ELECTRIC CO., INC. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as "Water Pollution Control Plant Computerization": The Work includes furnishing and installing, complete, a programmable logic controller-based process control system including large and small programmable logic controllers and remote input/output units, touchscreen control stations, fiber optic communication equipment, radio communication equipment, panel enclosures, panel modifications, conduits, wiring, instrumentation, uninterruptible power supply, and other equipment, training, and support required for a complete functioning system.

Article 2. ENGINEER.

The Project has been designed by EMA Services, Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work will be substantially completed as provided in paragraph 2.3 of the General Conditions, and shall be ready for final payment in accordance with paragraph 14.13 of the General Conditions within 450 days from the date when the Contract Time commences to run.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (not as a penalty) CONTRACTOR shall pay

OWNER Five Hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: One Million Six Hundred Thirty One Thousand Three dollars ($ 1,631,333.00------). Hundred Thirty Three Dollars and 00/100

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14.2 of the General Conditions. Applications for Payment will be processed as provided in Article 14.4 of the Supplementary Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, within 45 days of receipt of such applications as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values or, in the event there is no schedule of values, as provided in the Contract Documents. Retainage will be withheld as described in the Contract Documents.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the time and place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.

7.3. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1. This Agreement, including required Bonds.

8.2. CONTRACTOR's Bid or Proposal.

8.3. Federal Contract Provisions (if applicable).

8.4. Advertisement for Bids.

8.5. Instructions to Bidders.

8.6. General Conditions.

8.7. Supplementary Conditions.

8.8. Detailed Specifications.

8.9. Detailed Drawings.

8.10. All Addenda.

8.11. Governing Order of Contract Documents - In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision in the component part last enumerated above shall govern over any other component part which precedes it numerically, except as may be otherwise specifically stated.

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

8.13. There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in two (2) original counterparts the day and year first above written.

(SEAL)

Attest:

Jack A. Olmstead
Acting Secretary
Title

Henry Electric Company, A Division of Long Electric Co., Inc.
CONTRACTOR

By Yvonne Shaheen
Yvonne H. Shaheen
President
Title

(SEAL)

OWNER

Attest:

Clerk to Board of Public Works
Title

By

acord CERTIFICATE OF INSURANCE

00031

ISSUE DATE (MM/DD/YY): 05/05/87

PRODUCER
HBG INSURANCE & BONDS
101 EAST WASHINGTON STRE
P.O. BOX 156
GREENCASTLE IN 46135

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. #104

INSURED
HENRY ELECTRIC CO.
3539 WELLS STREET

FORT WAYNE IN 46808

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	FEDERAL INSURANCE CO. (CHUBB)
COMPANY LETTER B	TRANSAMERICA INS. CO.
COMPANY LETTER C	INS. CO. STATE OF PENN. (KLI)
COMPANY LETTER D	FIREMAN'S FUND INS. CO. (KLI)
COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE $ 1000
A	X COMMERCIAL GENERAL LIABILITY	MP35233507	01/01/87	01/01/88	PRODUCTS-COMP/OPS AGGREGATE $ 1000
A	X CLAIMS MADE X OCCURRENCE	MP35233507			PERSONAL & ADVERTISING INJURY $ 1000
A	X OWNER'S & CONTRACTORS PROTECTIVE	MP35233507			EACH OCCURRENCE $ 1000
					FIRE DAMAGE (ANY ONE FIRE) $ 50
					MEDICAL EXPENSE (ANY ONE PERSON) $ 5
	AUTOMOBILE LIABILITY				CSL $ 1000
A	X ANY AUTO	BAP73074780	01/01/87	01/01/88	BODILY INJURY (PER PERSON) $
	ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT) $
	SCHEDULED AUTOS				PROPERTY DAMAGE $
A	X HIRED AUTOS	BAP73074780			
A	X NON-OWNED AUTOS	BAP73074780			
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE $ 4000 AGGREGATE $ 4000
C	X	4687-4422	01/01/87	01/01/88	
	OTHER THAN UMBRELLA FORM				
B	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**	80135197	04/01/87	04/01/88	STATUTORY $ 500 (EACH ACCIDENT) $500 (DISEASE-POLICY LIMIT) $500 (DISEASE-EACH EMPLOYEE)
	OTHER				
D	EXCESS UMBRELLA	XXK1870734	01/01/87	01/01/88	$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Fort Wayne
Board of Public Works
9th Floor City County Building
One Main Street
Fort Wayne, IN 46802

HOLDER-ID 001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shirley Warren

© IIR/ACORD CORPORATION 1985

Bond No.....

Fidelity and Deposit Company

OF MARYLAND

HOME OFFICE — BALTIMORE, MD. 21203

M.J. SCHUETZ AGENCY
GENERAL INSURANCE SURETY BONDS
SPECIALIZING IN THE CONSTRUCTION INDUSTRY
5 EAST MARKET ST.
P.O. BOX 44070
(317) 639-5679
INDIANAPOLIS, INDIANA 46244

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That HENRY ELECTRIC COMPANY, A DIVISION OF LONG ELECTRIC COMPANY, INC.
(Here insert the name and address or legal title of the Contractor)
3539 Wells Street, Fort Wayne, Indiana 46808,
as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne Water Pollution Control Plant Computerization, 9th Floor, City County Bldg., Fort Wayne, Indiana (Here insert the name and address or legal title of the Owner)
as Obligee, hereinafter called Owner,

in the amount of One million six hundred thirty one thousand three hundred thirty three and 00/100----------

Dollars ($ 1,631,333.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 18, 19 87, entered into a contract with Owner for Water Pollution Control Plant, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 18th day of June A.D. 19 87

In the presence of:

Diana L. Wise

HENRY ELECTRIC COMPANY, A DIVISION OF LONG ELECTRIC COMPANY, INC. (SEAL)
Principal

BY: Yvonne Shaheen
Yvonne Shaheen, *Title* President

Rosalie M. Stotor

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Deborah L. Christ (SEAL)
Title
Deborah L. Christ, Attorney-In-Fact
5 E. Market St., Indpls., IN 46204

C302(—
Approved by The American Institute of Architects, A.I.A. Document No. A 311 February 1970 Edition.

Bond No...........................

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE, MD. 21203*

M.J. SCHUETZ AGENCY
SURETY BONDS
SPECIALIZING IN THE CONSTRUCTION INDUSTRY
5 EAST MARKET ST.
P.O. BOX 44070
(317) 639-5679
INDIANAPOLIS, INDIANA 46244

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That HENRY ELECTRIC COMPANY, A DIVISION OF LONG ELECTRIC COMPANY, INC., 3539 Wells Street, Fort Wayne, Indiana 46808
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne Water Pollution Control Plant Computerization, 9th Floor City County Building, Ft. Wayne IN
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One million six hundred thirty one thousand three hundred thirty three and 00/100--------------------------------,

Dollars ($ 1,631,333.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated June 18 1987, entered into a contract with Owner for Water Pollution Control Plant, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 18th day of June A.D. 1987

In the presence of:

Diana L. Wise

Rosalie M. Staton

HENRY ELECTRIC COMPANY, A DIVISION OF LONG ELECTRIC COMPANY, INC. (SEAL)
Principal

BY: Yvonne Shaheen
Yvonne Shaheen, *Title* President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Deborah L. Christ (SEAL)
Deborah L. Christ, *Title* Attorney-In-Fact
5 E. Market St., Indpls., IN 46204

C309e½—
Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Linda Lukasik, Allen Messer, Deborah L. Christ, M. J. Schuetz, Jr., Julian D. Pace, II, Vickie L. Wolcott and J. S. Faust, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Linda Lukasik, etal, dated, April 26, 1985.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of June, A.D. 19 86

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 2nd day of June, A.D. 19 86, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.

Carol J. Faber
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 18th day of June, 19 87

M J Schuetz
Assistant Secretary

L1428a—Ctf. 044-0366

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

PROPOSAL

CITY OF FORT WAYNE, INDIANA
WATER POLLUTION CONTROL PLANT
COMPUTERIZATION

To: Board of Public Works
9th Floor City County Building
One Main Street
Ft. Wayne, Indiana 46802

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed Water Pollution Control Plant Computerization, Ft. Wayne, Indiana, and having examined the site and understanding the requirements set forth in the Contract Documents hereby proposes to provide and furnish all labor, materials, tools, equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the office of the Director of the City of Ft. Wayne, Indiana, and EMA Services, Inc., 480 Cedar St., Hanover Building, St. Paul, Minnesota 55101.

BASE BID

The undersigned proposes to furnish all work for the construction of Water Pollution Control Plant Computerization, including the furnishing of all labor, materials, supplies, equipment, and other items per the drawings and specifications, complete and ready for operation for the intended purpose, for the lump sum price of

ONE MILLION SIX HUNDRED THIRTY ONE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND 00/100---Dollars ($1,631,333.00****).

The undersigned encloses a certified check payable to the City of Ft. Wayne, Indiana, or an acceptable bidder's bond binding the undersigned and surety to the City of Ft. Wayne, Indiana, in the amount of

EIGHTY ONE THOUSAND FIVE HUNDRED SIXTY SIX DOLLARS AND 65/100----------Dollars ($81,566.65******).

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work if this proposal is accepted. A Noncollusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto; and for any bid of $15,000.00 or more, Standard Questionnaire Form 96-a of the Indiana State Board of Accounts is properly executed and attached hereto. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 60 days from the date of receiving proposals by the City of Ft. Wayne, Indiana.

The undersigned Contractor (has) (has not) (strike out inapplicable) performed work satisfactorily under Presidential Executive Order 11246 or any previous Executive Order dealing with non-discrimination in federally assisted construction contracts (11114 or 10295).

The undersigned Contractor is aware that the combined Minority, Women's and Small Business Enterprises (MBE, WBE, and SBE) participation fair share for this contract, expressed as a percent of the total dollar amount of the contract, is 5%. The Contractor has further demonstrated compliance with the MBE, WBE, and SBE fair share by submitting as part of the bid Minority, Women's, and Small Businesses Subcontractor Listing
Failure to submit such information may cause rejection of the bid as non-responsive.

PROPOSED COMPLETION TIME

The undersigned Contractor proposes to complete the Work within 419 days after Notice-to-Proceed.

BREAKDOWN OF LUMP SUM PRICE

The following breakdown of the lump sum price shall be completed.

Item No.	Specification Section	Description	Lump Sum Price
1.	Miscellaneous	Miscellaneous General Conditions, Bonds, Insurance	$20,000.00
2.	Miscellaneous	Miscellaneous Project Administration, Coordination, Management, Cleanup, Etc.	$32,269.00
3.	01340	Submittals.	$ 2,380.00
4.	01430	In-Factory Demonstration.	$ 8,629.00
5.	01620	Shipping, Storage, and Handling.	$ 1,317.00
6.	01660	Field Testing.	$32,300.00
7.	01680	System Support Services.	$46,057.00
8.	01730	Operation and Maintenance Documentation	$ 8,784.00
9.	01741, 51, 800	Warranties and Maintenance	$22,453.00
10.	01750, 16951	Spare Parts, Special Tools, Test Equipment, Accessory Equipment	$143,879.00
11.	01760	Training	$90,095.00

BREAKDOWN OF LUMP SUM PRICE (Cont'd)

Item No.	Specification Section	Description	Lump Sum Price
12.	12300, 620, 21	Cabinets, Furniture, Accessories	$ 16,998.00
13.	13401-05	Weather Monitoring Instrumentation	$ 11,590.00
14.	13406, 09, 12, 14	Level and Flow Monitoring Instrumentation	$ 55,437.00
15.	13410, 11, 13	Position Monitoring Instrumentation	$ 18,735.00
16.	13407, 8 15, 16, 99	Analytical and Miscellaneous Instrumentation	$ 33,314.00
17.	16111, 20, 31, 90, 17256, 16010	Conduits, Wiring, Data Highways Hardware, Installation	$493,000.00
18.	16611	UPS	$ 31,369.00
19.	16710 17252, 3	Radio System With Small Programmable Logic Controller (PLC)	$ 30,770.00
20.	16990	Panel Enclosures and Panel Modifications Etc.	$ 90,875.00
21.	17217	Color Video Copier	$ 3,993.00
22.	17222	Output Loggers	$ 7,779.00
23.	17243	Control Stations	$198,892.00
24.	17250	Large PLC	$ 81,093.00
25.	17251	Programmer Unit	$ 11,943.00
26.	17257	Data Concentrator and Link Allowance (at least $15,000)	$ 15,003.00
27.	17258, 99	PLC Input/Output Subsystem	$122,379.00
		TOTAL PRICE	$1,631,333.00

The prices quoted shall include for the supply and/or installation of the item complete, and the Specifications apply to all unit prices quoted herein.

		Price
MAINTENANCE CONTRACT (Section 01800)		$ 8,776.00
CONTROL STATION (Section 17243)		
Station controller complete with hardware and software.		$40,000.00
Display and keyboard complete with hardware and software.		$20,000.00
LARGE PROGRAMMABLE LOGIC CONTROLLER (Section 17250)		
PLCs shall be complete with all hardware and software products.		$15,852.00
INPUT/OUTPUT SUBSYSTEM (Section 17258)		
(a)	Analog Input	$ 704.00
(b)	Digital Input	$ 323.00
(c)	Digital Output	$ 432.00
(d)	Analog Output	$ 862.00
RADIO SYSTEM (Sections 16710, 17252, 17253)		$ 4,000.00
SUPPORT (Section 01680)		
(a)	Field service engineering support	$10,400.00
(b)	In-factory configuration specialist support	$ 5,200.00
(c)	PLC configuration specialist Engineer office visits (3 days)	$ 780.00
(d)	Control station configuration specialist Engineer office visits (3 days)	$ 780.00
(e)	PLC configuration specialist site visits (3 days)	$ 780.00
(f)	Control station configuration specialist site visits (3 days)"	$ 780.00

CONTROL STATION PRICES

The Engineer and Owner have investigated control station equipment (Section 17243) that will satisfy the intent of the Specifications. These investigations found that only the specified manufacturer and model number equipment will meet the intent of the Specifications. To help insure that the Owner receives fair bids, the Contractor shall include as part of his bid, a copy of published list prices for the control station equipment upon which his bid was based.

DESIGNATION OF INTENDED PROGRAMMABLE LOGIC CONTROLLER

The Contractor shall include as part of his bid, the name of the manufacturer and model number of the large programmable logic controller (Section 17250) equipment upon which his bid was based, by writing in the name of the manufacturer and the model number of the equipment in the space provided below. This information shall be provided by the Contractor and will become a part of his base bid. Only a single manufacturer and model number may be written in the provided space.

Equipment which is written in by the Contractor which, in the opinion of the Engineer and Owner, does not meet the specifications, shall be cause for disallowing the bid. Such bids may be rejected as non-responsive.

PLC Manufacturer Square D Company

PLC Model Number Symax 700

DESIGNATION OF INTENDED SUBCONTRACTORS AND MAJOR SUPPLIERS

The Contractor shall include as part of his bid, the names of the subcontractor firms and major equipment supplier firms upon which his bid was based, by writing in the names of the firms in the space provided below. This information shall be provided by the Contractor and will be used by the Owner and Engineer to evaluate the bid.

Intended Subcontractors and Major Suppliers

Firm name, address, phone
(Use additional sheets if necessary)

Frakes Engineering
5145 E. 65th Street
Indianapolis, IN 46220
317-251-6186

Firm name, address, phone
(Use additional sheets if necessary)

Canberra Industries, Inc.
One State Street
Meriden, Conn. 06450
203-238-2351

Firm name, address, phone
(Use additional sheets if necessary)

Square D. Company
7260 Shadeland Station, Suite 250
Indianapolis, IN 46250-0270
317-849-9800

Firm name, address, phone
(Use additional sheets if necessary)

ADDENDA RECEIPT

Receipts of Addenda are hereby acknowledged.

ADDENDA NO.	1	DATE	5-18-87
ADDENDA NO.	2	DATE	5-26-87
ADDENDA NO.	3	DATE	6-1-87
ADDENDA NO.		DATE	

Respectfully submitted,

Henry Electric Company, A Division of Long Electric Co., Inc.
Contractor
(Individual) (Partnership) or (Corporation x)

By Yvonne H. Shaheen
Yvonne H. Shaheen, President

Dated:

June 10, , 1987

Address 3539 Wells Street
Fort Wayne, Indiana 46808

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the specifications must be furnished.

END OF SECTION P

AFFIDAVIT OF NONCOLLUSION

STATE OF Indiana)
) SS:
COUNTY OF Allen)

The undersigned bidder or agent, being duly sworn on oath says that he has not, nor had any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding in any way or manner whatever.

Yvonne H. Shaheen

Yvonne H. Shaheen, President
Bidder or Agent

For Henry Electric Company, A Division of Long Electric Co., Inc.
Firm or Corporation

Subscribed and sworn to before me this 10th day of June, 1987.

Diana L. Wise

Notary Public
Diana L. Wise

(SEAL)

My commission expires October 13, 1988

0804B/04-20-87

Bond No.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

M.J. SCHULTZ AGENCY
SPECIALIZING IN THE CONSTRUCTION INDUSTRY

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HENRY ELECTRIC COMPANY, A DIVISION OF LONG ELECTRIC COMPANY, INC.
3539 Wells Street, Ft. Wayne, Indiana 46808
, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Ft. Wayne Water Pollution Control Plant Computerization
9th Floor, City County Building, Ft. Wayne, IN 46802
as Obligee, (hereinafter called the "Obligee"), in the sum of Five per cent (5%) of the accompanying bid ------- Dollars ($ ----------), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. -

WHEREAS, the Principal has submitted a bid for Water Pollution Control Plant, Ft. Wayne, Indiana

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of June A.D. 19 87

Diana L. Wise
Witness

HENRY ELECTRIC COMPANY, A DIVISION OF LONG ELECTRIC COMPANY, INC. (SEAL)
Principal

BY: Yvonne Shaheen
Yvonne Shaheen, President *Title*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Rosalie M. Stator
Witness

By Deborah L. Christ (SEAL)
Deborah L. Christ, Attorney-In-Fact
5 E. Market St., Indpls., IN 46204

C325d—150M,
Approved by The American Institute of Architects.
A.I.A. Document No. A-310 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Linda Lukasik, Allen Messer, Deborah L. Christ, M. J. Schuetz, Jr., Julian D. Pace, II, Vickie L. Wolcott and J. S. Faust, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Linda Lukasik, etal, dated, April 26, 1985.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of June, A.D. 19 86

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } SS:

On this 2nd day of June, A.D. 19 86, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.

Carol J. Fader
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 1st day of June, 19 87

M J Schuetz
Assistant Secretary

L1428a—Ctf. 044-0366

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

June 10, 1987

TO: CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
9th FLOOR, CITY COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

RE: HENRY ELECTRIC COMPANY, A DIVISION
OF LONG ELECTRIC COMPANY, INC.

PROJECT: CITY OF FORT WAYNE WATER POLLUTION
CONTROL PLANT COMPUTERIZATION

Gentlemen:

This is to advise that if Henry Electric Company, A Division of Long Electric Co., Inc. is the low bidder on the above mentioned project, we will provide a 100% Performance and Payment Bond.

Sincerely,

Deborah L Christ

Deborah L. Christ
Attorney-In-Fact
M. J. Schuetz Agency
5 E. Market Street
Indianapolis, IN 46204

Admn. Appr. 1661

TITLE OF ORDINANCE Contract for Fort Wayne Water Pollution Control Plant Computerization

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Fort Wayne Water Pollution Control Plant Computerization is for the furnishing and installing a programmable logic controller-basic process control system, fiber optic and radio communication equipment, instrumentation, panel enclosures and modifications, conduits, wiring and other equipment, training, and support for a complete functioning system. Henry Electric is the Contractor.

S-87-06-51

EFFECT OF PASSAGE Improve operation of overall function of the facility.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $1,631.333.00

ASSIGNED TO COMMITTEE

BILL NO. S-87-06-51

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for the Fort Wayne Water Pollution Control Plant Computerization, between Henry Electric and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Charles B. Redd	CHARLES B. REDD CHAIRMAN	
	PAUL M. BURNS VICE CHAIRMAN	
Thomas C. Henry	THOMAS C. HENRY	
	BEN A. EISBART	
Samuel J. Talarico	SAMUEL J. TALARICO	

CONCURRED IN 7-14-87

SANDRA E. KENNEDY
CITY CLERK